

Chandler G. Weeks, Esq., Nevada Bar No. 11482
Email: cgw@weeksnelson.com
WEEKS NELSON
462 Stevens Ave., Suite 310
Solana Beach, CA 92075
Telephone: (858) 794-2140
Fax: (858) 794-2141

187 E. Warm Springs Road, Ste. 276
Las Vegas, NV 89119
Telephone: (702) 537-0792
Fax: (702) 728-2909

Attorney for Plaintiff JHJ, LLC

IN THE UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

Plaintiff,) COMPLAINT FOR
) BREACH OF CONTRACT

vs.

COMPLAINT FOR BREACH OF CONTRACT

**MIRAGE ENTERTAINMENT,
INC., a New York corporation.**

DEMAND FOR JURY TRIAL

Defendant

1 Plaintiff JHJ, LLC (hereinafter referred to as "JHJ" or "Plaintiff") hereby
 2 complains of Mirage Entertainment, Inc. (hereinafter referred to as "Mirage" or
 3 "Defendant"), and alleges as follows:

4 **JURISDICTION AND VENUE**

5 1. Jurisdiction over this action is founded upon 28 U.S.C. §§ 1332, based
 6 on diversity of citizenship. Plaintiff is a Nevada limited liability company, holding
 7 property in Nevada, which is the subject of this dispute. Defendant is a New York
 8 corporation having its principal place of business in California. The amount in
 9 controversy exceeds \$75,000.00.

10 2. Venue is proper under 28 U.S.C. §§ 1391(b) and (c). The substantial
 11 part of the events or omissions giving rise to the claim occurred in this venue and
 12 the subject of the action is regarding property located in this venue. Moreover,
 13 Defendant damaged property in this venue. For purposes of jurisdiction. Defendant
 14 is subject to the court's personal jurisdiction.

15 **THE PARTIES**

16 3. JHJ, LLC is a limited liability company organized and existing under
 17 the laws of the State of Nevada. JHJ, LLC is the owner of the property situated at
 18 59 Promontory Ridge Drive, Las Vegas, Nevada, which is the property that was
 19 leased to Mirage and is the subject of this lawsuit.

20 4. JHJ is informed and believes, and thereupon alleges that Mirage
 21 Entertainment, Inc. is a New York corporation having its principal place of business
 22 located at 4123 Lankershim Boulevard, North Hollywood, California 91602.
 23 Mirage entered into a lease (set forth below) with JHJ for the premises located at
 24 59 Promontory Ridge Drive in Las Vegas, Nevada for the benefit of the owner/CEO
 25 of Mirage. JHJ is informed and believes, and thereupon alleges, that Mirage further
 26 manages and engages in contracts with other entities in Nevada for the services
 27 provided by the talent of Mirage.

28

FACTUAL BACKGROUND

5. JHJ is the owner of the property located at 59 Promontory Ridge Drive, Las Vegas, Nevada (the "Premises").

6. JHJ is informed and believes, and thereupon alleges that Mirage manages the talents and services of at least one performer. JHJ is informed and believes, and thereupon alleges that Mirage's talent was performing in Las Vegas at Caesar's Palace at least part of 2015, including during the time relevant to this action.

7. On or about April 14, 2015, Mirage engaged with JHJ to lease the Premises. The lease was effectively entered into and commenced on April 15, 2015 (the “Lease”), and was to continue for a period of six months, until October 15, 2015 with the right to terminate the Lease after four months. Tenant was to pay monthly rent of \$50,000. A security deposit of \$50,000 was also provided at the time of occupancy. The Lease further provides that Tenant was to pay for all utilities and maintenance, among other obligations.

8. Mirage's tenant occupied the Premises beginning on April 15, 2015 through June 15, 2015. JHJ allowed Mirage to terminate the Lease early, for its convenience, effective June 30, 2015. Rent was paid through June 15, 2015, but not through the end of June 2015. Accordingly, outstanding rent of \$25,000 is still owed to JHJ.

9. While Mirage's tenant occupied the Premises, she incurred many charges for utilities, cleaning and maintenance, which Mirage was obligated to pay pursuant to the Lease. Mirage never paid the utility, cleaning and maintenance charges incurred to it. During the term of occupancy, Mirage's tenant incurred utility, cleaning and maintenance charges of at least \$49,633.01.

10. Upon Mirage vacating the Premises, an inspection revealed that Mirage's tenant and her family and entourage had caused excessive damage to the Premises, which required repairs. After the repairs were performed, JHJ presented

an accounting of the repairs to Mirage, which totaled \$51,801.82. Mirage was required under the Lease to pay for any repairs, which Mirage has failed to pay.

11. Accordingly, based on the failure to pay and perform under the Lease, Mirage is in breach of contract and owes JHJ all outstanding sums. JHJ has provided notice and demand for payment, which Mirage has failed to cure or pay.

FIRST CLAIM FOR RELIEF

Breach of Contract

12. The allegations of paragraphs 1 through 11 are replied and realleged as though fully set forth herein.

13. This is a claim for breach of contract.

14. Jurisdiction is founded upon 28 U.S.C. § 1332.

15. JHJ and Mirage were parties to the Lease set forth above. At all times relevant to the Lease, JHJ performed all its duties and obligations under the Lease.

16. Mirage was obligated to pay rent, utilities, cleaning, repairs, and maintenance of the property. Mirage failed to do so, thus breaching the Lease.

17. The total outstanding from Mirage to JHJ under its lease obligations is \$126,434.83. There is a security deposit to apply against this amount, leaving a total due and owing of \$76,434.83, plus interest.

18. The Lease further provides for an award of attorneys' fees and costs to the prevailing party.

19. Plaintiff respectfully requests that the Court award it damages in the amount of \$76,434.83, plus interest, and a further award of attorneys' fees and costs.

WHEREFORE, Plaintiff JHJ, LLC prays as follows:

1. That Mirage Entertainment, Inc. be adjudicated to have breached the Lease by failing to pay the amounts due and owing;
 2. That it be awarded damages in the amount of \$76,434.83, plus interest;

- 1 3. That an award of reasonable costs, expenses, and attorneys' fees be
2 awarded to JHJ, LLC and against Defendant; and
3 4. For such other relief as the Court may deem appropriate at law or
4 equity.

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7 DATED: March 30, 2016 WEEKS NELSON

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9 By: /s/ Chandler G. Weeks

10 CHANDLER G. WEEKS
11 Nevada Bar No. 11482
12 Weeks Nelson
13 187 E. Warm Springs Road
14 Suite. 276
15 Las Vegas, NV 89119

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17 Attorney for Plaintiff JHJ, LLC

18 **JURY DEMAND**

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20 Plaintiff JHJ, LLC hereby requests a trial by jury in this matter.

21
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 Las Vegas, NV 89119

 Attorney for Plaintiff JHJ, LLC